

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2010**

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

9:30 AM Public Hearing For Consideration Of A Petition Request From The Board Of Harlem Township Trustees For The Delaware County Board Of Commissioners To Adopt A Resolution Ordering West Street In The Community Of Harlem Delaware County Ohio Vacated Under The Special Procedures Of R.C. 5553.045

RESOLUTION NO. 10-702

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 1, 2010:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 1, 2010; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

PUBLIC COMMENT

(Refer To Cd Minutes For Entire Record)

Comments On Engineer's Resolution and Roundabout:

Declaring The Necessity For Improvements To The Intersection Of State Route 315 And Orange Road And Approving The Right Of Way Plan For The Project Known As Del-Tr114-0.00 Orange Road Bridge, Part 2:

**Max Holzer, Community Over-Site Foundation; For
Jim Bresnahan, Community Over-Site Foundation; For
Judi Brozek, Friends of The Olentangy; Against
Maggie Webb; Against
Dennis Dolan; Against**

RESOLUTION NO. 10-703

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0602, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0602:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0602, memo transfers in batch numbers MTAPR0602 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1004550	DAWSON	DAMAGE CLAIM	40311431 - 5370	\$6,053.9	0001
	FARMS INC	DDDF			
R1004550	DAWSON	DAMAGE CLAIM	40311431 - 5370	\$8,072.07	0002
	FARMS INC	DD FOR CJF			

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 10-705

IN THE MATTER OF AMENDING, AS PRESENTED, RESOLUTION 10-704 TO NOW READ: FORWARDING A NEW LIQUOR LICENSE REQUEST FROM CHESHIRE CHOPPERS LLC DBA CHESHIRE CHOPPERS TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTION AND NO REQUEST FOR A HEARING:

It was moved by Mr. Hanks, seconded by Mr. Thompson to amend, as presented, Resolution 10-704 to now read:

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2010**

forwarding a new liquor license request from Cheshire Choppers LLC DBA Cheshire Choppers To The Ohio Division Of Liquor Control with no objection and no request for a hearing.

Vote on Motion Mr. O'Brien Nay Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-704

IN THE MATTER OF APPROVING THE RESOLUTION, AS AMENDED, TO FORWARD A NEW LIQUOR LICENSE REQUEST FROM CHESHIRE CHOPPERS LLC DBA CHESHIRE CHOPPERS TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTION AND NO REQUEST FOR A HEARING:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Berlin Township Trustees that Cheshire Choppers LLC DBA Cheshire Choppers has requested new D5 permit located at 5750 SR37 East Berlin Township Delaware, Ohio 43035, and

Whereas, the Delaware County Sheriff has responded--no known reason for a hearing to be requested, and

Whereas, the Berlin Township Trustees have requested a hearing; and

Whereas, the Board of Commissioners do not wish to have a hearing;

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no hearing is requested by this Board of County Commissioners.

Vote on Motion Mr. O'Brien Nay Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-706

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM CUONG C LUONG MULAN ASIAN BISTRO AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Cuong C Luong Mulan Asian Bistro has requested new D1 and D2 permits located at 50 Neverland Drive Orange Township Lewis Center, Ohio 43035, and

Whereas, the Orange Township Trustees have not filed an objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 10-707

9:30AM PUBLIC HEARING FOR CONSIDERATION OF A PETITION REQUEST FROM THE BOARD OF HARLEM TOWNSHIP TRUSTEES FOR THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO ADOPT A RESOLUTION ORDERING WEST STREET IN THE COMMUNITY OF HARLEM DELAWARE COUNTY OHIO VACATED UNDER THE SPECIAL PROCEDURES OF R.C. 5553.045:

It was moved by Mr. Hanks, seconded by Mr. Thompson to open the Hearing at 9:30AM.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

RESOLUTION NO. 10-708

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve, for a specific occurrence, a suspension

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2010**

of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**Questions And Comments On West Street Harlem Township Vacation
(Refer To Cd Minutes For Entire Record)
Brian Ray For Tiffany Gaines Property
Jo Erly For Razek Edward Property**

RESOLUTION NO. 10-709

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF A PETITION REQUEST FROM THE BOARD OF HARLEM TOWNSHIP TRUSTEES FOR THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO ADOPT A RESOLUTION ORDERING WEST STREET IN THE COMMUNITY OF HARLEM DELAWARE COUNTY OHIO VACATED UNDER THE SPECIAL PROCEDURES OF R.C. 5553.045:

It was moved by Mr. Hanks, seconded by Mr. Thompson to close the Hearing at 9:52AM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-710

IN THE MATTER OF GRANTING THE PETITION REQUEST FROM THE BOARD OF HARLEM TOWNSHIP TRUSTEES FOR THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO ADOPT A RESOLUTION ORDERING WEST STREET IN THE COMMUNITY OF HARLEM DELAWARE COUNTY OHIO VACATED UNDER THE SPECIAL PROCEDURES OF R.C. 5553.045:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

WHEREAS, on October 22, 2009, the Board of Trustees of Harlem Township, Delaware County, Ohio adopted Resolution No. 9-10-21T23, petitioning the Board of Commissioners of Delaware County, Ohio (the "Board") to adopt a resolution vacating West Street in the unincorporated village of Harlem (the "Petition"); and

WHEREAS, on April 30, 2010, the Petition was filed with the Clerk of the Board; and

WHEREAS, the Delaware County Engineer has reviewed and approved a plat and survey of the proposed vacation, and the same was attached to the Petition filed with the Clerk of the Board; and

WHEREAS, the Board held a Public Hearing on the Petition on Thursday June 3rd, 2010 at 9:30AM, at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio, all abutting landowners having been properly notified of the time and date thereof;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO:

Section 1. The Board hereby determines that the vacation requested in the Petition would be for the public convenience or welfare. The vacation requested is properly described as follows:

0.20 ACRE TRACT

**Description of the
"Proposed Vacation of
West Street"
in the Village of Harlem, Township of Harlem,
County of Delaware, State of Ohio
April 9, 2010**

Situated in the State of Ohio, County of Delaware, Township of Harlem, Range 16, Township 3, Quarter-Township 3, Farm Lot 2, U. S. Military Lands, being a part of West Street in the Unincorporated Village of Harlem, as dedicated with a width of 2 Poles (33 Feet) for public use by the "Plat of the Town of Harlem", as recorded in Plat Book 1, Page 48 in the Delaware County Recorder's Office and more particularly described as follows:

Beginning at the intersection of the west line of the above mentioned "Plat of the Town of Harlem" and the southerly right-of way line of Main Street, as established by the same above mentioned plat, said street also known as Gorsuch Road (Delaware County Road No. 27),

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2010

Thence southerly along the east side of said west line of the above mentioned "Plat of The Town of Harlem" to the northerly right-of-way line of South Street (Harlem Township Road No. 1029) as dedicated for public use by said plat,

Containing 0.20 Acres of land, more or less.

This description was prepared on the above date by the Delaware County Engineer as requested by the Harlem Township Trustees for the purpose of the proposed vacation of said portion of West Street in the Village of Harlem and in based on information of record taken from the above mentioned "Plat of The Town of Harlem."

Section 2. The Board hereby GRANTS the Petition and declares West Street in the unincorporated Village of Harlem, as described in Section 1 of this Resolution, vacated. The road vacated herein shall, upon passage of the additionally required resolution by the Board of Trustees of Harlem Township, pass, in fee, to the abutting landowners, subject to the following:

- (1) A permanent easement as provided in section 5553.043 of the Revised Code in, over, or under the road for the service facilities, as defined in section 5553.042 of the Revised Code, of a public utility or electric cooperative as defined in section 4928.01 of the Revised Code;
- (2) The right of ingress or egress to service and maintain those service facilities; and
- (3) The right to trim or remove any trees, shrubs, brush, or other obstacles growing in or encroaching onto the permanent easement that may affect the operation, use, or access to those service facilities.

Section 3. The Board hereby directs the Clerk of the Board to file a certified copy of this Resolution with the Board of Trustees of Harlem Township, the Delaware County Recorder, and the Delaware County Engineer.

Section 4. The Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 10-711

IN THE MATTER OF ACCEPTING THE PROPOSAL AND APPROVING THE CONTRACT BETWEEN DELAWARE COUNTY COMMISSIONERS, COLUMBUS ZOO AND AQUARIUM, AND RANDALL GROSS/DEVELOPMENT ECONOMICS FOR THE COLUMBUS ZOO HOTEL ECONOMIC IMPACT STUDY:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

WHEREAS, the Delaware County Commissioners approved on Resolution No. 10-259 dated March 1, 2010, to use Revolving Loan Funds in the amount up to \$24,000 to fund the Columbus Zoo Hotel Impact Study; and

WHEREAS, Request for Proposal (RFP) were received and reviewed by the Columbus Zoo Officials and Delaware Economic Development Director, and

WHEREAS, the proposal from Randall Gross/Development Economics was the lowest and best proposal received in the amount of \$18,900.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners accept the proposal and approves the contract with Randall Gross/Development Economics for the Columbus Zoo Hotel Impact Study in the amount of \$18,900.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

Further Be it Resolved to approve a Purchase Order payable to Randall Gross as follow:

\$18,900.00 23111709-5365

**CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE DELAWARE COUNTY COMMISSIONERS
AND
COLUMBUS ZOO & AQUARIUM**

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2010**

**AND
RANDALL GROSS / DEVELOPMENT ECONOMICS**

THIS CONTRACT, entered into as of this 3rd day of June, 2010, by and between the Columbus Zoo & Aquarium, the Delaware County Commissioners (hereinafter referred to as "Client"), and Randall Gross, hereinafter referred to as "Consultant," an independent consultant in the field of development economics, is executed in Delaware, Ohio, per Delaware County Resolution 10-711, and shall be governed by its laws.

WITNESSETH:

WHEREAS, the Client desires to commission an economic impact analysis for the Columbus Zoo & Aquarium and proposed hotel; and

WHEREAS, the Consultant represents that he is qualified to undertake such analyses;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Article I. SCOPE OF SERVICES

All services under this contract shall be carried out in accordance with the Scope of Services, which is attached as Exhibit A and made a part of this contract by reference. The CLIENT chooses to select these services according to the pricing plan attached herein as part of Exhibit A.

Any and all conclusions drawn by the Consultant will be based on facts and circumstances existing at the time the work is performed and those which can reasonably be predicted. Any changes in facts and circumstances could affect the results of conclusions provided to the client.

Article II. MEETINGS AND PRESENTATIONS

The consultant will ensure that the Client is informed regularly of the progress of his work and that the Client has the opportunity to suggest input. The consultant will present his findings and gather input at meetings with the Client as designated in the Scope of Services, attached as Exhibit A to this contract.

Article III. TIME OF PERFORMANCE

Services under this contract will commence upon receipt of a signed contract (see Article V). All work will be completed in accordance with Exhibit A (Proposed Budget & Timeframe) or as agreed by the Consultant and Client.

Article IV. COMPENSATION

The CLIENT will pay Consultant a sum not to exceed the amount of \$18,900, which shall constitute full and complete compensation for the consultant's services hereunder. All costs, consultant & sub-consultant services; out-of-pocket expenses; preparation of memoranda; and submission of electronic version of a final report as defined in Exhibit A shall be the financial responsibility of the consultant.

During or following completion of all tasks defined in Exhibit A, the client may request additional services at a rate to be negotiated at that time. All changes in this contract shall be described in a written amendment mutually agreed upon and signed by both parties.

Article V. METHOD OF COMPENSATION

The CLIENT will make payments based on up to three invoices delivered by fax, e-mail, or post by the Consultant, the total sum of which shall constitute full and complete compensation. Invoices may be submitted following the completion of specific tasks as outlined in Exhibit A, Budget and deemed to be satisfactory by the Client. Payments will be due upon receipt of invoices for services as indicated in the invoices.

The CONSULTANT shall submit invoices documenting the percent of completion of each task and requesting payment based upon such percent completion. All payments are to be made by check to Randall Gross / Development Economics within thirty (30) days of the receipt and approval of the consultant's invoice.

Article VI. EXECUTION OF AGREEMENT

This Agreement may be executed simultaneously in three counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Article VII. DELIVERABLE WORK PRODUCTS

The CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2010**

developed by the CONSULTANT under this Agreement or furnished by the CLIENT to the CONSULTANT shall be and remain the property of the CLIENT. The CONSULTANT specifically agrees that all copyrightable material generated or developed under this Agreement shall be considered works made for hire and that such material shall, upon creation, be owned exclusively by the CLIENT. To the extent that any such material, under applicable law, may not be considered works made for hire, the CONSULTANT hereby assigns to the CLIENT the ownership of copyright in such materials, without the necessity of any further consideration, and the CLIENT shall be entitled to obtain and hold in its own name all copyrights in respect of such materials. The CONSULTANT shall perform any acts that may be deemed necessary or desirable by the CLIENT to evidence more fully transfer of ownership of all Tasks and/or deliverables to the CLIENT. Additionally, the CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. Consultant may use these documents beyond the work to be completed herein, provided the consultant receives the prior written approval of the Client.

Article VII: NOTICES

All notices to be given to the parties hereto shall be in writing unless otherwise stated. The date of notice shall be deemed, when notice is mailed, to be the date of mailing so long as the Postal Service certified actual delivery; a refusal of a registered or certified notice shall constitute actual delivery hereunder.

- | | | |
|-----|------------------|--|
| (a) | To Consultant: | Mr. Randall Gross
Randall Gross / Development Economics
2311 Connecticut Avenue, N.W., Suite 206
Washington, D.C. 20008
Telephone: (202)332-7430
Fax: (202)332-1853
E-mail: Rangross@aol.com |
| (b) | To Columbus Zoo: | Mr. Dale Schmidt
Director
Columbus Zoo and Aquarium
P.O. Box 400, 9990 Riverside Drive
Powell, Ohio 43065-0400
Telephone: (614)724-3734
E-Mail: Dale.schmidt@columbuszoo.org |
| (c) | To Client: | Mr. Gus Comstock
Director of Economic Development
101 North Sandusky Street
Delaware, OH 43015
Telephone: (740) 833-2112
E-Mail: gcomstock@co.delaware.oh.us |

Article VIII. LENGTH OF TERM

The term of this agreement is anticipated to be one year from the date of execution. However such term may be extended if all work contemplated herein is not completed, provided Consultant gives written notice to the Client of such extension and the reasons therefor. But in no event shall the agreement last more than two years without further written consent of the parties.

Article IX. PART II TERMS & CONDITIONS

Part II Terms & Conditions attached as Exhibit B are, by this reference, fully incorporated herein.

**EXHIBIT A
Scope of Services**

1. Meetings and Presentations.
 - a. Introduction & Progress Meetings. Kick-off and regular progress meetings will be facilitated with the project manager or staff as directed in person, telephonically, or electronically. The kick-off meeting will discuss study objectives, proposed projects, key contacts, methodology, schedule, and other inputs.
 - b. Presentations. A minimum of two presentations will be conducted to communicate the findings of the economic impact analyses. The presentations will include power point slides which will also be made available electronically to the client. RGDE would also assist the client in understanding and communicating the findings.
2. Document Review. Collect and review relevant documentation from Columbus Zoo & Aquarium, including the past economic impact assessments, hotel feasibility study, updated capital and operating inputs, and others.

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2010**

3. Columbus Zoo & Aquarium Economic Impacts. This task will focus on updating the economic impacts of the Columbus Zoo & Aquarium on the local (City, County) and regional economy.
 - a. Site reconnaissance. Visit Columbus Zoo & Aquarium site and surrounding areas. Tour zoo and identify key economic drivers/components. Conduct inventory of uses and assess existing economic conditions in areas surrounding the zoo. Conduct in-person interviews with businesses (e.g., hotels, restaurants, gift shops, etc) in areas proximate to the zoo.
 - b. Define "Direct Impact Area" to include those areas directly impacted by Columbus Zoo & Aquarium operations.
 - c. Collect updated data on zoo capital and operating expenditures, attendance (by source), sales, contracts, employment, visitor behavior/surveys, and other inputs. (Initiated in Task 2)
 - d. Review RGDE in-house and national survey data on visitor / patron and recreation / leisure travel expenditure patterns, as well as zoo visitor-related impacts (including data supplied by the client).
 - e. Collect data and inputs on local tax rates, fees and other sources of fiscal revenue.
 - f. Develop Economic Impact Model to indicate
 - i. Direct effect economic impacts of Columbus Zoo & Aquarium in terms of employment, income & earnings, output (e.g., visitor spending, employee spending), and other factors.
 - ii. "Spin-off" impacts on businesses and suppliers within the Direct Impact Area, based on inputs gathered in Task 3(a). Such impacts would be measured in terms of sales, income, and other factors.
 - iii. Indirect and final economic impacts on the regional economy (in terms of employment, output/earnings, and other factors), calculated based on regional multipliers established through the RIMSII model for the region.
 - iv. Fiscal benefits, in terms of tax, fee, and other fiscal revenues generated on an annual basis by the Columbus Zoo & Aquarium (e.g., retail sales, lodging, real estate, amusement & admissions, income taxes, etc).
 - v. Other economic and intangible benefits.
 - g. Narrative Report. Prepare report communicating the economic impacts of the Columbus Zoo & Aquarium and describing those impacts to the target audience as determined by the client.

4. Proposed Hotel Economic Impacts. This task will focus on determining the economic impacts of the proposed hotel and associated facilities on the local (City, County) and regional economy.
 - a. Site reconnaissance & impact area. (See task 3(a,b)) to examine the proposed hotel site and also to collect information and data associated with the tourism market base.
 - b. Review proposed hotel plans, feasibility study, capital and operating expenditures, and other inputs (see task 2)
 - c. Identify significant economic activities associated with the hotel facility.
 - d. Develop Economic Impact Model to indicate:
 - i. Direct effect construction-period impacts: Direct economic impacts of hotel construction in terms of construction-period employment, income & earnings, output (expenditures), and other factors.
 - ii. Indirect and final construction period impacts: Indirect economic impacts of hotel construction on the regional economy (in terms of employment, output/earnings, and other factors), calculated based on regional multipliers established through the RIMSII model for the region.
 - iii. Direct effect annual impacts: Direct economic impacts of annual hotel operations, in terms of recurring (annual) employment, income & earnings, expenditures, and other factors.
 - iv. Annual Spin-Off: "Spin-off" operating impacts on businesses and suppliers within the Direct Impact Area, based on inputs gathered in Task 4(a). Such impacts would be measured in terms of sales, income, and other factors.
 - v. Indirect and final annual impacts: Indirect economic impacts of annual hotel operation on the regional economy (in terms of employment, output/earnings, and other factors), calculated based on regional multipliers established through the RIMSII model for the region.
 - vi. Fiscal benefits, in terms of tax, fee, and other fiscal revenues generated on an annual basis by the proposed hotel facility and associated economic activities (e.g., retail sales, lodging, real estate, income taxes, etc).
 - vii. Other economic and intangible benefits.
 - e. Narrative Report. Prepare report communicating the economic impacts of the proposed hotel and describing those impacts to the target audience as determined by the client. This report may be integrated with the zoo impact study or created as a separate document, at the client's discretion.

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2010**

The total price for this work is \$18,900, inclusive of all fees and expenses. This budget is disaggregated below by task.

PROPOSED BUDGET		
Phase	Hours	Inclusive Fee
1 Meetings/Presentations	16	1,626
2 Document Review	2	203
3 Zoo/Aquarium Impacts	81	8,231
a Site reconnaissance	14	1,423
b Impact area	1	102
c Zoo data	8	813
d Survey data	4	406
e Fiscal data	8	813
f Impact Model	46	4,674
g Report	16	1,626
4 Hotel Impacts	71	7,215
a Site reconn/area	8	813
b Hotel plan	4	406
c Associated activities	3	305
d Impact model	40	4,065
e Report	16	1,626
TOTAL Inclusive	186	\$18,900

**EXHIBIT B
CONTRACT
STANDARD TERMS & CONDITIONS**

1. **Entire Agreement.** This agreement constitutes the entire agreement of the parties and the same may not be amended or modified orally. All understandings and agreements heretofore had between the parties are merged in this agreement, which alone fully and completely expresses their understanding.

2. **Waiver; Partial Invalidity.** Failure or either party to exercise any power or right granted hereunder shall not constitute a waiver of that party's right thereafter to demand compliance with the terms hereof, and if any clause or provision hereof is determined by a court of competent jurisdictions to be invalid, illegal or incapable of being enforced by reason of any rule of law or public policy, that clause or provision shall be deemed severable from the remaining provisions of this agreement, and all other conditions and provisions shall remain in full force and effect and binding on the respective parties to this agreement.

3. **Notices.** All notices to be given to the parties hereto shall be in writing unless otherwise stated. The date of notice shall be deemed, when notice is mailed, to be the date of mailing so long as the Postal Service certified actual delivery; a refusal of a registered or certified notice shall constitute actual delivery hereunder.

- (a) To Randall Gross/ Development Economics:
Mr. Randall Gross
Randall Gross / Development Economics
2311 Connecticut Avenue, N.W., Suite 206
Washington, D.C. 20008
Tel 202-332-7430
Rangross@aol.com
- (b) To Columbus Zoo: Mr. Dale Schmidt
Director
Columbus Zoo and Aquarium
P.O. Box 400, 9990 Riverside Drive
Powell, Ohio 43065-0400
Tel 614-724-3734
Dale.Schmidt@columbuszoo.org
- (c) To Delaware County: Mr. Gus Comstock

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2010**

Director of Economic Development
101 North Sandusky Street
Delaware, OH 43015
Tel 740-833-2112
gcomstock@co.delaware.oh.us

4. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. **Amendments.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing executed by the parties hereto.

6. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors, personnel representatives, and assigns.

7. **Termination.** If this contract is terminated by the CLIENT, notice shall be given in writing to Randall Gross. Termination shall be effective upon date of mailing of notice. The CLIENT shall pay Randall Gross for services rendered up to receipt of notice of termination. This contract may be terminated by either party for any reason. Termination will be effective upon receipt of notice.

8. **Jurisdiction.** Regardless of where executed by the parties, this Agreement is acknowledged to have been made in Ohio, where the contract was originally drafted and from where most services are provided, and in any dispute hereunder the laws of Ohio shall apply. Any and all disputes arising hereunder shall be filed in and heard before the courts of Delaware County, Ohio.

9. **Timely Payment.** Payment to Randall Gross is due upon receipt of invoice and shall be considered overdue after 30 days. If the CLIENT fails to make timely payment, it shall be a material breach of this Agreement. If such failure is not cured within 10 days of notice to the CLIENT, Randall Gross may stop work until the account is brought current and the CLIENT has made a deposit against future work in a reasonable amount as determined by Randall Gross.

If payment is not made in a timely manner after receipt of invoice from Randall Gross, the CLIENT shall be held liable for payment plus interest at the rate of 1.5 percent per month.

10. **Non-Discrimination.** Consultant certifies that it is in compliance with all applicable Federal, State, and Local laws regarding equal employment opportunity and non-discrimination.

11. **Campaign Finance.** Consultant certifies that it is in compliance with the applicable limitations imposed within Section 3517.13(I) and (J) of the Ohio Revised Code.

12. **Independent Contractor.** Consultant agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

13. **Severability.** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement, and compliance therewith, and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

14. **Headings.** The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

15. **Indemnification.** The Consultant shall indemnify and hold harmless the Client, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Consultant, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2010

RESOLUTION NO. 10-712

IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR THE NEIGHBORHOOD STABILIZATION PROGRAM DEMOLITION:

It was moved by Mr. Hanks, seconded by Mr. Thompson to set bid opening date and time for **Monday, June 21, 2010, at 10:00 a.m.** This bid opening will be held at the Delaware County Commissioners Office located at 101 N. Sandusky Street, Delaware, Ohio 43015.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

RESOLUTION NO. 10-713

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND OHIO REGIONAL DEVELOPMENT CORPORATION TO ADMINISTER THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP):

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

WHEREAS, City of Delaware and Delaware County received a joint Neighborhood Stabilization Program Grant (NSP) in the amount of one million one hundred thirty six thousand six hundred fifty five dollars (\$1,136,655) from the State of Ohio; and

WHEREAS, the City of Delaware, activity was to acquire, demo, and redevelop the Delaware Hotel property located at 351 S. Sandusky St; and

WHEREAS, the County will receive an estimated amount of \$250,000 to \$290,000 from the NSP to demo abandon houses; and

WHEREAS, the U. S. Department of Housing and Urban Development (HUD), has revised the regulations for NSP, and

WHEREAS, Ohio Regional Development Corporation has experience in administering the NSP in other Ohio Counties, and

WHEREAS, approving the Agreement with Ohio Regional Development Corporation to administer the NSP for Delaware County is necessary due to time issues.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Board of Commissioners approves the Agreement with Ohio Regional Development Corporation to administer the NSP in the amount not to exceed \$25,000.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

Further Be it Resolved to approve a Purchase Order payable to Ohio Regional Development Corporation as follow:

\$25,000.00 23011707-5365

**AGREEMENT FOR CONSULTING SERVICES
for
NEIGHBORHOOD STABILIZATION PROGRAM**

DELAWARE COUNTY and OHIO REGIONAL DEVELOPMENT CORPORATION

THIS AGREEMENT, made and entered into by and between the Delaware County Board of Commissioners (hereinafter called the "Local Public Agency") and the Ohio Regional Development Corporation (hereinafter called "the Consultant"), a non-profit corporation engaged in community economic development, planning and housing, and located in the County of Coshocton, Ohio.

Witnesseth:

WHEREAS, section 307.07(B)(3) of the Ohio Revised Code authorizes Delaware County Economic Development Director, with the approval of the Local Public Agency, to contract with a non-profit corporation to carry out the functions and duties of the county office of economic development; and

WHEREAS, the Local Public Agency desires a continuity of professional assistance concerning the NSP Program,

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2010**

housing development possibilities and housing projects in and around its community; and

WHEREAS, per the terms of the agreement, the Consultant can and will make a commitment to the community to properly provide NSP Program development assistance at an agreed upon rate of compensation consistent with program goals and objectives.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the parties agree as follows:

I. NEIGHBORHOOD STABILIZATION PROGRAM

- A. The Consultant's director shall assist all the duties and responsibilities of directing the activities of the NSP program. The Consultant shall assist with maintenance of all records for two years following completion of the grant.

1. ADMINISTRATION

Ohio Regional Development Corporation would provide guidance to develop the proper forms and procedures to assure compliance. Assuring compliance with the filing, case management, program management, contractor management, bidding and inspections, and reporting to the City, as well as to the State of Ohio. This will be accomplished by ORDC staff being on site, as much as is needed, to train local staff, as well as, over see the development of these management systems.

This same process will be repeated on each project until all the projects are all completed.

2. DUTIES

- i Complete the Environmental Review record for the complete project according to ODOD/OHCP guidelines.
 - ii Develop a process to solicit potential participants, and to assess their qualifications, their need, and their suitability to participate in the program.
 - iii Prepare work specifications, cost estimates, and bid documents.
 - iv Establish and maintain a program oversight effort to inspect properties during the construction/demolition process, and after construction/demolition is complete, but before any payments have been approved.
 - v Compare and analyze bids from contractors for the work specified.
 - vi Review, approve, and process change orders and contractor pay requests
 - vii Supervise the conducting of housing counseling sessions with participants if needed.
 - viii Conduct Fair Housing training sessions with participants as required.
 - ix Establish and maintain a record-keeping system acceptable to the Delaware County and the Office of Housing and Community Partnerships/Ohio Department of Development including status reports, OHPO reports, final reports and any other record-keeping required.
 - x Provide program administration procedures from the beginning of grant period to completion.
- B. The Consultant shall provide technical assistance to the County on NSP projects at the direction of the Local Public Agency. The Consultant shall meet with Local Public Agency staff or their designees, its governing board and its respective committees, planning commissions, developers, financiers, public groups and other groups as necessary for the development of eligible NSP projects.
- C. The Consultant shall assist the community in administering and implementing housing revolving loan funds arising from the NSP program.
- D. Reports: The Consultant shall provide, as needed, a written report, detailing the status of projects being worked on for the Local Public Agency.
- E. The Consultant shall carry Public Liability Insurance in the amount of \$1,000,000 (1M), including protection for bodily injury and property damage, with a combined single limit of \$500,000. The Consultant shall also maintain Automobile Liability Insurance providing limits of \$500,000 per occurrence, and, the Consultant shall provide Worker's Compensation Insurance. The Worker's Compensation Insurance shall provide coverage under the Compensation Act of Ohio and shall provide employer's liability insurance in the amount of \$100,000. At the request of the Local Public Agency, the Consultant will supply Certificates of Insurance detailing the above coverage prior to the commencement of any work. The certificate(s) will be issued by a carrier(s) authorized to do business in the State of Ohio.

II. ACTIONS BY THE LOCAL PUBLIC AGENCY

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2010**

The Local Public Agency shall provide the Consultant with timely policy decisions as they are necessary for the NSP programs. The Consultant shall not be held responsible for delays resulting from the failure of the Local Public Agency to provide timely and appropriate policy direction or decisions.

III. TIME OF PERFORMANCE

The services of the Consultant will begin upon execution of said agreement, and will terminate following the preparation of the final performance report. Post grant management will continue for two years following the completion of the grant.

By mutual consent of both parties, this agreement can be renewed for additional periods at the same terms.

IV. COMPENSATION

Compensation for services shall be 18% of the allowable soft costs for all NSP assisted activities not to exceed \$25,000 in 2010.

V. GOVERNMENTAL REGULATIONS

The Consultant shall be bound by the various Federal and State regulations as they relate to the scope of services tendered herein. A compilation of said laws/ regulations is as follows.

VI. TERMINATION OF CONTRACT

Either party may terminate this exclusive franchise agreement at any time.

VII. INVALIDITY OF PART OF CONTRACT

In the event any portion of this contract is deemed to be voided by a controlling court of law, such partial invalidity shall not affect the other portions hereof.

VIII. SEGREGATED FACILITIES

The Consultant (contractor) will not maintain any facility which is provided for their employees in a segregated manner, or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

IX. CONFLICT OF INTEREST

The Consultant will abide by the provision that no member, officer or employee of the grantee or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with NSP funds.

X. COPELAND "ANTI-KICK BACK ACT"

The Consultant agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Relations (29 CFR, Part 3). The Consultant shall not induce, by any means, any person employed in the construction, completion or in any repair of public work, to give up any part of the compensation to which he is otherwise entitled.

XI. INTEREST OF CERTAIN FEDERAL OFFICIALS

The Consultant agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

XII. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The Consultant certifies that remuneration under this contract shall not be requested for the payment of any bonus or commission for the purpose of obtaining HUD approval of applications for additional assistance or any other approval or concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulation with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services other than actual

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2010**

solicitation are now hereby prohibited as remuneration for the professional and technical services described in this contract are eligible as program costs.

**XIII. "SECTION 3" CLAUSE FOR THE PROVISION OF
TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

During the performance of this contract, the Consultant agrees as follows:

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the department of Housing & Urban Development, and is subject to the requirements of Section 3 of the Housing & Urban Act of 1968, as amended, 12 U.S.C. 170. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts of work in with the project be awarded to business concerns, which are located in substantial part by persons residing in the area of the project.
2. The Parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing & Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department of Labor issued thereunder prior to the execution of this contract. The Parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
3. The Consultant will send to each labor organization or Representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Consultant will include this Section 3 in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of any regulation issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of these regulations.
5. Compliance with provisions of Section 3, the regulations set forth in 24 CFR Part135 and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement on contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part135.

XIV. CIVIL RIGHTS ACT OF 1964

Under Title I of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**XV. "SECTION 109" OF THE HOUSING AND COMMUNITY
DEVELOPMENT ACT OF 1974**

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**XVI. "SECTION 504" AFFIRMATIVE ACTION FOR
HANDICAPPED WORKERS**

The Consultant (contractor) will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.

The Consultant (contractor) agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2010**

or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Consultant (contractor) agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of the Consultant's (contractor's) non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

The Consultant (contractor) agrees to post in conspicuous places, available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Consultants obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The Consultant (contractor) will notify each labor union or representative of workers with which it has a collective bargaining agreement or other understanding that the Consultant is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The Consultant (contractor) will include the provisions of this clause in every subcontract or purchase order of \$2,500.00 or more, unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

XVII. ACCESS TO BOOKS

All negotiated contracts awarded by grantees shall include a provision to the effect that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audits, examinations, excerpts and/or transcripts.

XVIII. MISCELLANEOUS TERMS & CONDITIONS

- a. Independent Contractor:** Consultant agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- b. Liability:** The Consultant shall indemnify and hold harmless the Local Public Agency, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Consultant, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.
- c. Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- d. Non-Discrimination:** In addition to the non-discrimination provisions already set forth herein, Consultant certifies that is, and for the life of this Agreement shall remain, in full compliance with all applicable Federal, State, and Local laws, rules, and regulations related to non-discrimination and equal opportunity employment.
- e. Campaign Finance:** Consultant certifies that all applicable persons are in compliance with Section 3517.13(J)(1) of the Revised Code.
- f. Homeland Security:** Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list, which list may be found on the Ohio Homeland Security web site at: <http://www.homelandsecurity.ohio.gov/>. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Agreement is

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2010

contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

- g. Headings:** The subject headings used in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- h. Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

AUTHORITY FOR THIS AGREEMENT

THIS AGREEMENT is authorized by appropriate action of the Board of Commissioners of Delaware County, OH as on June 3, 2010.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 10-714

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

The Director of Emergency Medical Services recommends to accept the resignation of Matthew Temple with the EMS Department; effective September 24, 2009.

Therefore Be It Resolved, that the Commissioners accept the resignation of Matthew Temple with the EMS Department; effective September 24, 2009.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-715

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF'S OFFICE:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Supplemental Appropriations

10031328-5225	Federal Prisoners/Protective Equipment	30,940.00
---------------	--	-----------

Vote On Motion Mr. Hanks Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 10-716

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND GALBO CONSULTING FOR THE TRANSITION WORKSHOPS AND NETWORK GROUP FACILITATION PROGRAM:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, the Director of Job & Family Services recommends approval of the following contract amendment;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendment:

FIRST AMENDMENT TO TRANSITION WORKSHOPS AND NETWORK GROUP FACILITATION CONTRACT

This First Amendment of the Transition Workshops and Network Group Facilitation Contract ("First Amendment") is entered into this 3rd day of June, 2010 by and between Delaware County Department of Job and Family Services (hereinafter, "Department"), whose principal place of business is 140 North Sandusky Street, Delaware, Ohio 43015 and Galbo Consulting (hereinafter, "GALBO"), whose principal place of business is 585 Glenside Drive, Powell, Ohio 43065 (hereinafter individually "Party" and collectively "Parties").

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2010

WHEREAS, the Parties entered into a transition workshops, network group facilitation, and individual consultation services contract (hereinafter "Contract") dated September 1, 2009; and,

WHEREAS, the Parties agree to the addition of certain provisions to the Contract (collectively "Provisions").

NOW THEREFORE, the Parties hereby agree to amend the Contract to add the following Provisions:

1. The contract shall be extended for an additional one (1) month period and effective through July 30, 2010.

2. Appendix II (Budget)

Employee In Transition Seminars is increased to an amount of \$ 7,230.

Moving Through Change Networking Groups (Job Club) is increased to an amount of \$ 16,900.

Individual Sessions is increased to an amount of \$ 2,160.

Total is increased to an amount of \$ 26,290.

3. Signatures

Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute both on such principal's behalf.

4. Conflicts

In the event of a conflict between the terms of the Contract and this First Amendment, the terms of this First Amendment shall prevail.

5. Terms of Agreement Unchanged

All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

Appendix II
Budget
09/01/09 thru 07/30/10
revised 06/01/10
Galbo Consulting Extended Cost for Services

Employee In Transition Seminars (provided at 6 week intervals)	
Units at \$700 each	\$ 7,230
Moving Through Change Networking Groups (Job Club) priced at one group/week	
Units at \$400 each	\$ 16,900
Individual Sessions	
Units at \$ 90 each	<u>\$ 2,160</u>
Total	\$26,290

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-717

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT SERVICES:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2010

contracts for Child Care Placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Berea 201 E. Bagley Road Berea, Ohio 44017	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
House of New Hope 8135 Mt. Vernon Road Stl Louisville, Ohio 43071	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Maryhaven 179 Alum Creek Drive Columbus, Ohio 43207	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Tri State Academy 7130 County Road 121 Chesterville, Ohio 43317	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A copy of each of these contracts is available in the Commissioners' Office until no longer of administrative value).

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

A PROPOSED RESOLUTION APPROVING A SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS AND DOWNES FISHEL HASS AND KIM, LLP. ATTORNEYS AT LAW DIED FOR LACK OF A SECONDED

RESOLUTION NO. 10-718

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO THE INTERSECTION OF STATE ROUTE 315 AND ORANGE ROAD AND APPROVING THE RIGHT OF WAY PLAN FOR THE PROJECT KNOWN AS DEL-TR114-0.00 ORANGE ROAD BRIDGE, PART 2:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following resolution:

Whereas, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement, and;

Whereas the Improvement known as DEL-TR114-0.00 Orange Road Bridge over Olentangy River included the design of a single-lane roundabout to improve safety and mobility at the intersection of State Route 315 and

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2010

Orange Road (Township Road 114), and;

Whereas the County Engineer and the Ohio Department of Transportation approved an interim stop-controlled intersection at State Route 315 in the plan entitled DEL-TR114-0.00 Part 1 for the purpose of opening the new bridge over the Olentangy River at the earliest possible date, and;

Whereas the County Engineer recommends that the Board proceed with completion of the DEL-TR114-0.00 project including Improvement of the intersection of State Route 315 and Orange Road by constructing a roundabout with reconstruction of the approaches thereto, for the purpose of providing for the safety, convenience and welfare of the public, and;

Whereas the County Engineer has developed a Right of Way plan for the purpose of acquisition of necessary rights of way for said Improvement, so named DEL-TR114-0.00 Part 2;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The public safety, convenience and welfare require Improvements to the intersection of State Route 315 and Orange Road including construction of a single lane roundabout, and that the Improvement known as DEL-TR114-0.00 Orange Road Bridge Part 2 be initiated for such purpose, and;

Section 2: The Right of Way Plan for DEL-TR114-0.00 Orange Road Bridge Part 2 is approved, and;

Section 3: The County Engineer is authorized to obtain appraisals and negotiate for the necessary rights of way for said Improvement on behalf of the Board, and;

Section 4: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement.

Vote On Motion Mr. Hanks Aye Mr. O'Brien Nay Mr. Thompson Aye

RESOLUTION NO. 10-719

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn into Executive Session at 11:03AM.

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-720

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn out of Executive Session at 11:48AM.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

**COMMISSIONERS' COMMITTEES REPORTS
(Refer To Cd Minutes For Entire Record)**

**Commissioner Thompson
-Ground Breaking Invitations**

**Commissioner Hanks
-Greif Park Earns
-Someone In Sunbury Won The Powerball**

**Commissioner O'Brien
-No Additional Comments**

RESOLUTION NO. 10-721

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn the meeting.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 3, 2010

Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners